

BILL NO. 6634 296  
ORDINANCE NO. 6624 296

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST A CONTRACT WITH THE VILLAGE OF WOOD HEIGHTS, MISSOURI.

BE IT ORDAINED by the City Council of the City of Excelsior Springs, Missouri, as follows:

WHEREAS, the Village of Wood Heights of Ray County, Missouri, has been organized and established under the provisions of Chapter 80, Revised Statutes of Missouri, 1969, as amended, and is desirous of purchasing water from the City of Excelsior Springs, Missouri, and

WHEREAS, the City Council of the City of Excelsior Springs has given due and deliberate consideration to the desirability of selling water to said Village, and does deem it to the best interests of the City to enter into a contract with the Village of Wood Heights, Missouri for the sale of water to said Village, the terms of which are stated in a contract attached hereto and made a part hereof.

BE IT ORDAINED, that the Mayor sign and the City Clerk attest, a contract with the Village of Wood Heights, Ray County, Missouri, a copy of said contract being attached hereto and made a part hereof, all on behalf of the City of Excelsior Springs, Missouri.

Read three times, passed and approved this 2<sup>nd</sup> day of may, 1977.

David A. Martin  
MAYOR

ATTEST:

Don W. Wilson  
CITY CLERK

CONTRACT FOR THE SALE OF WATER  
TO  
VILLAGE OF WOOD HEIGHTS, MISSOURI

This contract for the sale and purchase of water outside the City is entered into as of the 2<sup>ND</sup> day of MAY 1977, between the City of Excelsior Springs, Missouri, hereinafter referred to as the "City," and the Village of Wood Heights, Missouri, hereinafter referred to as the "Village."

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Whereas, the Village has been organized and established under the provisions of Chapter 80, Revised Statutes of Missouri, 1969, as amended.

Whereas, the City owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the City system and the estimated quantity of water required for consumption by residents of the Village; and

Whereas, by Ordinance No. 6624 enacted on the 2<sup>ND</sup> day of MAY 1977 by the Council of the City, the sale of water to the Village in accordance with provisions of said Ordinance approved, and the execution of this contract carrying out the Ordinance signed by the Mayor, and attested to by the City Clerk, was duly authorized; and,

Whereas, by action of the Board of Directors of the Village, adopted on the 3<sup>RD</sup> day MAY 1977, the purchase of water from the City in accordance with the terms set forth in said ordinance was approved, and the execution of this contract by the Chairman of the Board and attested to by the Village Clerk, was duly authorized;

Now, therefore, in consideration of the foregoing and mutual agreements hereinafter set forth,

The City Agrees as follows:

1. To furnish the Village, at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable water meeting applicable purity standards of the Division of Environmental Quality, Missouri Department of Resources, in such quantity as may be required by the Village,

(estimated to be up to 1,500,000 gallons per month during peak usage.) Any amounts in excess of 1,500,000 gallon per month shall be supplied at the discretion of the City.

2. That water will be furnished at a reasonably constant normal pressure calculated at forty (40) pounds per square inch (psi) from an existing six (6") inch main located at the intersection of Mitchell Street and East Ridge Road.

3. The Village will caused to be constructed at the location in 2. above, a meter pit satisfactory to the Public Services Director, or his designated representative, and have installed necessary metering equipment to measure the flow of water through a four (4") inch main. Said meter shall be a Rockwell Single Register Compound Water Meter Model PT-4", or equal, with a normal operating flow range of 6 to 500 gallon per minute with an accuracy per 100 gallons of plus or minus 1.5% of actual thruput. Should, at any time, the accuracy exceed the aforementioned margin, the Village shall cause the meter to be repaired or replaced at no cost to the City. If the meter fails to registered for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the esponding period immediately prior to the failure, unless City and Village shall agree upon a different amount. The metering equipment shall be read on the same day of each month, said day being the first of each calendar month, unless said day shall fall on Saturday, Sunday or Holiday recognized by the City, in which case the meter shall be read on the succeeding work day.

4. In addition to the pit and meter to have installed on six (6") inch gate valve on the City side of the meter and four (4") inch gate valve on the Village side of the meter to facilitate repairs as may be needed from time to time.

5. The City will furnish the Clerk of the Village, at the office address to be designated by the Village, an itemized statement of the amount of water furnished the Village during the preceding month, said statement to be furnished within five (5) working days subsequent to the date upon which the meter was read.

The Village Agrees as follows:

To pay the City, not later than ten (10) working days after the City has billed the Village for water furnished, as provided in

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paragraph 4, above, for water delivered in accordance with the following schedule of rates:

One Dollar and Sixty-One Cents (\$1.61) per 1,000 gallons

It is further mutually agreed between the City and the Village as follows:

7. That this contract shall extend for a term of two (2) years from the date of the initial delivery of any water by the City to the Village, said initial delivery date being not later than 1 July 1977, and thereafter it may be renewed or extended for such term, or terms, as may be agreed upon by the City and Village, subject to the following conditions:

a) At the time of the first renewal, the Village agrees to participate in the cost of constructing an additional well, or wells, said cost being contingent upon the cost at time of said first renewal and the extent by which consumption by the Village has created the requirement for the well.

b) Subsequent to the execution and fulfillment of the initial agreement, any renewal of said agreement shall be subject to cancellation by either party upon thirty (30) days written notice.

8. The City will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Village with the quantity of water as set forth in paragraph 1, above. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the Village consumers shall be reduced or diminished in the same ratio or proportion as the supply to City consumers served from the total system is reduced or diminished.

9. The rate to the Village shall not be raised during the original period of the contract. However, upon renewal or extension the price per one thousand gallon will be one hundred fifty (150%) percent of the cost of producing one thousand gallons of metered water, said costs to include energy, fuel, equipment, telephone service, lease and expenses, insurance, chemicals salaries (regular and over-time), fringe benefits, interest, principal payments, overhead, and miscellaneous expenses.

BILL NO 297  
ORDINANCE NO 297

AN ORDINANCE AUTHORIZING AND DIRECTING THE CHAIRMAN OF THE BOARD OF TRUSTEES OF THE VILLAGE OF WOOD HEIGHTS, RAY COUNTY, MISSOURI, TO ENTER INTO AN AGREEMENT ON BEHALF OF THE VILLAGE OF WOOD HEIGHTS, WITH THE CITY OF EXCELSIOR SPRINGS, MISSOURI, PROVIDING FOR SAID CITY TO SELL WATER TO WOOD HEIGHTS, AND SETTING OUT THE CONDITIONS UNDER WHICH THE SAID WATER IS TO BE PURCHASED BY WOOD HEIGHTS, AND THE RATE TO BE PAID BY THE VILLAGE FOR WATER SUPPLIED BY SAID CITY.


BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WOOD HEIGHTS, MISSOURI, AS FOLLOWS:

- Section 1. That the Village of Wood Heights make and enter into an agreement with the City of Excelsior Springs, Missouri, (County of Clay), whereby said City agrees to ~~sell~~ and the Village of Wood Heights agrees to purchase water, said contract to be in the identical form of the contract attached hereto, and made a part of this Ordinance as if more fully set out at length herein.
- Section 2. That the Chairman of the Board of Trustees of the Village of Wood Heights is hereby authorized and directed to execute said contract on behalf of the Village of Wood Heights, and the Village Clerk is hereby authorized and directed to attest his signature.
- Section 3. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed and approved by the Board of Trustees and Chairman of the Board this third day of May, 1977.

Signed,

Attest:   
Village Clerk.

  
Paul Burge,  
Chairman of the Board  
of Aldermen.